

3363 Delevan Drive
Saginaw MI 48603
June 18, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004 -1408

FAX 914-390-4073

Subject: Docket Number 05-44481 (RDD), June 1, 2009 Master Disposition Agreement, Article 9.5.11

To: Honorable Robert D. Drain;

I am writing this letter to object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11 of Docket Number 05-44481 (RDD). I entered into a legal, signed contract with Delphi on Feb. 4, 2009 to retire March 1, 2009.

Delphi offered this contract to all employees in February, 2009 while it was in Bankruptcy. This contract has many short and long term advantages for Delphi. In my case, this contract reduced the salaried headcount by one employee and removed a senior, higher than average pay, employee from the Delphi headcount without discrimination issues or the potential of future backlash problems due to all of the legal promises I agreed to in the contract.

The document I signed is titled "**Delphi Corporation Separation Allowance Plan Release of Claims, Delphi Steering, Saginaw Site**". One-half of the first paragraph identifies the six months Separation Pay amount and schedule. The other six and one-half paragraphs identify my limitations for the future and contain my "Release of Claims" as a condition of receiving my Severance Pay.

This Separation Allowance Plan Form is still a legal contract between Delphi and myself and should not be voided by your court or any other legal entity. Delphi was in Bankruptcy when it offered and then entered into this contract and should be held accountable to the contracted financial obligation entered into during this timeframe. Exiting Bankruptcy should not be a legal manipulation to ignore its financial obligations to its employees.

I signed the Delphi Corporation Separation Allowance Plan Release of Claims, Delphi Steering, Saginaw Site knowing full well that it was a one sided, legal document prepared by Delphi to its advantage but I was willing to forfeit literally all of my future

rights for the severance pay Delphi was offering. This severance pay was not my idea or nor was the amount, it was Delphi's. The entire contract is Delphi's proposal that I agreed to.

The Delphi Corporation provided the text of this Separation Plan and then entered into this contract with several employees including myself. Now, Delphi is trying to ignore their financial obligations and have you void their contracts through your Bankruptcy court. I am asking you to hold Delphi accountable and require Delphi honor their commitment of Separation Allowance Pay contained in the Delphi Corporation Separation Allowance Plan Release of Claims, Delphi Steering, Saginaw Site contract.

Thank you for your consideration.

Sincerely yours,



Jerry D. Jablonski